

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27162

Between

Fujitsu America, Inc.

[hereinafter "Contractor"]

and

State of Kansas

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

State of Contract Number 12445

1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by (briefly describe the jurisdiction of the governmental entity). This entity has been authorized by the State Chief Procurement Official of the state within which it is located to use the WSCA/NASPO PC Contracts 2009-2014.

2. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Changes:

- a. The laws of the State of Kansas shall govern this Addendum.
- b. Section 5. Order of precedence is modified as follows:
 1. State of Kansas Contractual Provisions Attachment (as modified), DA-146a attached and incorporated into this Addendum as Attachment A.
 2. This Participating Addendum
 3. The WSCA Master Price Agreement B27162 and its Exhibits
- c. If appropriate under WSCA, the Contractor will work with the State of Kansas to establish and maintain State specific bundled PC desktop and laptop standard configurations and associated special pricing for such. The special pricing shall be available to all covered entities of this Addendum.
- d. Reports and Administrative Fees:

The Contractor shall submit quarterly reports to the Division of Purchases for all acquisitions, less returned product ("actual sales"), made from this Addendum. This report should include as a minimum the agency name, quantity, description and amount. The report shall be accompanied with a check payable to the Division of Purchases for an amount equal to one half of one percent (0.50%) of the total actual sales. The report and fee shall be submitted 30 days following the end of the calendar quarter. The State of Kansas acknowledges that the

percentage discount offered under the Master Price Agreement may be reduced by a factor equal to the Administrative Fee.

The Contractor further agrees to work with the State of Kansas to generate specific reports to assist in the continuation of standard configurations.

The State may request any and all reports to be submitted in electronic format.

- e. Except for the operating system software, state agencies shall not purchase software products and licenses under this Addendum. Upon request of the purchasing entity, such software may be installed and configured with the system purchases, but licenses may not be purchased under this Addendum. Purchases for software products and licenses are to be made through the State's Software Large Account Reseller contract (#07359) or its successors.
- f. Travel expenses, if applicable, shall be reimbursed under the same rates and conditions as noted in the "Employee Travel Expense Reimbursement Handbook" found at: <http://da.state.ks.us/ar/employee/travel/travbk.htm> unless otherwise agreed upon with the purchasing entity.
- g. Upon request of the purchasing entity, the Contract shall accept a State of Kansas Business Procurement Card (BPC) or other like instrument in lieu of a warrant for payment under this Addendum. No additional charges will be allowed for using the card.
- h. Section 36. Replacement Parts shall be replaced in its entirety as follows: "All products purchased are new and unused, and parts supplied under warranty shall be newly manufactured or remanufactured parts which are equivalent to new in performance."

4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO PC Contracts 2009-2014 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014, unless specifically denied by the appropriate chief state procurements official.

5. Lease Agreements

No Leasing Is Authorized Under this Addendum.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopischke
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor

Name: Duane Wichman
Address: 180 Suncoast Drive, McCook Lake, SD 57049
Telephone: (712) 389-6209
E-mail: duane.wichman@us.fujitsu.com

Participating State

Name: Tami Sherley
Address: LSOB, 900 SW Jackson, Rm. 102, Topeka, KS 66612
Telephone: (785) 296-3122
Fax: (785) 296-7240
E-mail: tami.sherley@da.ks.gov

7. Servicing Subcontractors:

The following servicing contractors are authorized:

All contractor authorized business partners listed on the state's landing page on this website: <http://store.shopfujitsu.com/fpcbp/WSCA>

Fujitsu America, Inc. may sell directly to end-users, through authorized resellers, and by using agent partners, subject to agreement with each end user.

All orders are to be issued directly to:

Name: Mitsy Ikegami MS 125
Address: 1250 E. Arques Ave. Sunnyvale, CA 94085
Telephone: 408 764 9544
Fax: 408 764 2720
Email: mikegami@us.fujitsu.com

Or a Fujitsu approved reseller

And all payments are to be issued to:

Name: Fujitsu America, Inc.
Address: P.O. Box 98821, Chicago, IL. 60693
Telephone: 408 764 9544
Fax: 408 764 2754
Email: egad@us.fujitsu.com

Or if order is placed with a Fujitsu approved reseller payment will be made to reseller.

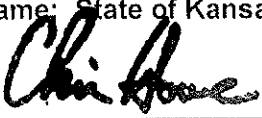
All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: #12445; and the Master Price Agreement Number: B27162

8. **Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

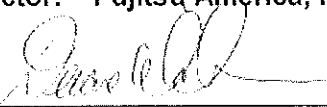
This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

Entity Name: State of Kansas

By: 
Name: Chris Howe
Title: Director of Purchases
Date: JUN 17 2010

Contractor: Fujitsu America, Inc.

By: 
Name: Duane Wichman
Title: Contract Manager
Date: June 16, 2010

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